

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

TATA COMMUNICATIONS (AMERICA)
INC.
2355 Dulles Corner Boulevard
Herndon, VA 20171

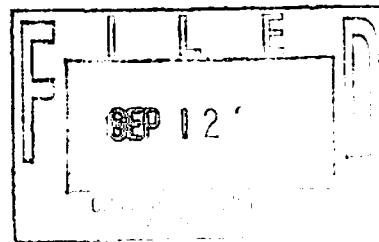
Plaintiff,

v.

CALLCOM, INC.
100-200 Consilium Place
Toronto, ON M1H 3E3
Canada

305-203 Miner Avenue
Toronto, ON M1B 3V4
Canada

Defendant.



Case No.

1:13-W-1150

LO/TCB

**TATA COMMUNICATIONS (AMERICA) INC.'S COMPLAINT
FOR BREACH OF CONTRACT AGAINST CALLCOM, INC.**

Plaintiff, Tata Communications (America) Inc., successor in interest to Teleglobe America Inc. ("Tata Communications"), a Delaware corporation, files this complaint against Defendant Callcom, Inc. ("Callcom"), a Canadian corporation, and in support, states the following:

THE PARTIES

1. Plaintiff Tata Communications is a Delaware corporation with its principal place of business located in Herndon, Virginia.
2. Defendant Callcom is a Canadian corporation with its principal place of business located in Toronto, Ontario.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 as there exists complete diversity of citizenship among the Plaintiff and the Defendant, and the amount in controversy, exclusive of interest, attorneys' fees, and costs, exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00).

4. Venue is proper in the United State District Court for the Eastern District of Virginia pursuant to 28 U.S.C. § 1391, as (i) a substantial part of the events or omissions giving rise to the Plaintiff's claim occurred in this judicial district, and (ii) a defendant not a resident in the United States may be sued in any judicial district.

FACTUAL ALLEGATIONS

5. On or about February 20, 2008, Tata Communications' predecessor in interest, Teleglobe America Inc., entered into a Telecommunication Services Agreement (the "TSA") with Callcom under which it and Callcom agreed to provide and purchase selected telecommunications services, outlined in the VTS Services Addendum (the "Addendum", and collectively with the TSA, the "Contract"), from each other. A copy of the TSA is attached hereto at Exhibit 1. A copy of the Addendum is attached hereto at Exhibit 2.

6. In accordance with the terms of the Contract, Tata Communications provided to Callcom termination of domestic and international telecommunications which Callcom delivered to one of Tata Communications international locations, gateways or network domains for termination to certain domestic and international destinations (the "Services").

7. During the term of the Contract, Tata Communications provided the Services to Callcom and invoiced Callcom for the Services provided.

8. Callcom has failed to pay numerous invoices, and as of September 11, 2013, owes Tata Communications \$2,273,548.10, representing the principal amount of \$1,675,978.76 and late charges in the amount of \$597,571.34, in addition to attorneys' fees, and costs. (Late fees and attorneys' fees and costs continue to accrue). A Statement of Account evidencing the description of Services that Callcom received, the transaction number, transaction date, due date, the principal amount owed, and outstanding principal balance is attached at Exhibit 3.

9. Per the terms of the Contract, Callcom is obligated to pay a late charge of 1.5% per month or the highest lawful amount (whichever is greater) on any amount owed but not paid by the applicable due date in addition to Tata Communication's reasonable attorneys' fees, collection fees, and costs actually incurred. As of the date of filing, late charges total \$597,571.34.

COUNT I – BREACH OF CONTRACT

10. Plaintiff realleges and incorporates herein by reference the allegations set forth in paragraphs 1 through 9 above.

11. The Contract is a valid and enforceable contract under applicable law.

12. Plaintiff has fully performed its contractual obligations under the Contract.

13. Defendant Callcom has defaulted on its contractual obligations by failing to pay Tata Communications for the Services provided.

14. The failure of Defendant Callcom to pay for the Services provided constitutes a material breach of the Contract.

15. As a direct and proximate result of the material breach of Defendant Callcom, Tata Communications has suffered monetary harm and damages in the amount of Two Million Two Hundred Seventy-Three Thousand Five Hundred Forty-Eight and 10/100 (\$2,273,548.10),

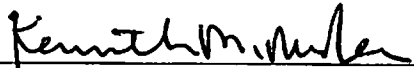
in addition to the interest allowed by the Contract after the filing of the complaint, reasonable attorneys' fees, collection fees, and costs actually incurred.

PRAYER FOR RELIEF

WHEREFORE, Tata Communications (America), Inc. respectfully requests the Court to enter a judgment against Callcom, Inc. in the amount of \$2,273,548.10, plus pre- and post-judgment interest, applicable late fees, attorneys' fees, cost of collection, and costs actually incurred.

Dated: September 11, 2013

By:


Kenneth M. Miskin (VSB No. 72207)
Miles & Stockbridge P.C.
1751 Pinnacle Drive, Suite 500
Tysons Corner, Virginia 22102
Tel: 703.610.8693
Fax: 703.610.8686
kmiskin@milesstockbridge.com
*Counsel for Tata Communications
(America) Inc.*